

APR-29-2004 11:16

NLRB REGION 33

309 671 7095 P.22

FORM EX-101 UNDER 40 U.S.C. 3612

FORM NLRB-601  
(11-03)UNITED STATES OF AMERICA  
NATIONAL LABOR RELATIONS BOARD  
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case  
33-CA-16278Date Filed  
6/28/11

## INSTRUCTIONS:

File an original together with four copies and a copy for each additional charged party named in item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT	
a. Name of Employer NOVAK CONSTRUCTION CO.	b. Number of workers employed 4
c. Address (Street, city, state, and ZIP code) 3423 N. PRAKE AVE. CHICAGO, ILL. 60618	d. Employer Identification Number (b) (6), (b) (7)(C)
e. Telephone No. ( ) - 278-1100	f. Fax No. ( ) - 278-1119
g. Type of Establishment (factory, mine, wholesaler, etc.) BUILDING CONSTRUCTION	h. Identify principal product or service
i. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (2) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act.	
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)	
<p>AS OF TODAY SINCE ABOUT JUNE 28 THE ABOVE NAMED EMPLOYER HAS REFUSED (b) (6), (b) (7)(C) ACCESS TO JOBSITE AT STREATOR WAREHOUSE TO DO UNION BUSINESS WITH BARGAINING UNIT EMPLOYEES REPRESENTED BY LABORERS LOCAL UNION #393. THE ABOVE NAMED EMPLOYER HAS CALLED THE POLICE ON TWO OCCASIONS + TRIED TO HAVE (b) (6), (b) (7)(C) ARRESTED.</p>	
By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.	
3. Full name of party filing charge (if labor organization, give full name, including local name and number)	
LABORERS LOCAL UNION 393	
4a. Address (Street and number, city, state, and ZIP code)	4b. Telephone No.
142 LINCOLN ST. MARSHFIELD, ILL. 61341	( ) - 795-2829
	Fax No. 815 ( ) - 795-2040
5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)	
LABORERS INTERNATIONAL UNION OF NORTH AMERICA	
6. DECLARATION	
I, (b) (6), (b) (7)(C), do hereby certify that the above charge and that the statements are true to the best of my knowledge and belief.	
By (Signature of representative of person filing charge)	(Print/type name and title of office, if any)
142 LINCOLN ST. MARSHFIELD, ILL. 61341	(b) (6), (b) (7)(C)
Address	(Fax) ( ) - 815 795-2040 (Telephone No.) ( ) - 815 795-2829 (Date) 6-28-11

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

(b) (6), (b) (7)(C)

TOTAL P.02





**United States Government**

**NATIONAL LABOR RELATIONS BOARD**

Subregion 33

300 Hamilton Boulevard - Suite 200

Peoria, IL 61602-1246

Telephone (309)671-7059

Facsimile: (309)671-7095

E-mail: [Alexander.Hajduk@nrlrb.gov](mailto:Alexander.Hajduk@nrlrb.gov)

June 28, 2011

Re: Novak Construction Co.  
Case 33-CA-16278

(b) (6), (b) (7)(C)

Novak Construction Co.  
3423 N Drake Ave  
Chicago, IL 60618

The enclosed charge alleges that your organization has violated the National Labor Relations Act. The charge has been assigned to **Field Examiner, Alexander M. Hajduk** for investigation, and all contacts should be with that agent at the above number. Our office hours are 8:30 a.m. to 5 p.m., Monday through Friday.

**FILING DOCUMENTS WITH REGIONAL OFFICES: The Agency is moving toward a fully electronic records system. To facilitate this important initiative, the Agency strongly urges all parties to submit documents and other materials (except unfair labor practice charges and representation petitions) to Regional Offices through the Agency's E-Filing system on its website: <http://www.nrlrb.gov> (See Attachment to this letter for instructions). Of course, the Agency will continue to accept timely filed paper documents.**

Please read the two enclosed self-explanatory NLRB forms which describe your right to be represented, and service of documents. Also enclosed is a notice regarding communicating with us by E-mail. You are encouraged to utilize E-mail communications both with the Board agent assigned to this matter and with this Office. Please note the differences in acceptable communications to the Board agent and to this Office, as well as the different E-mail addresses for the Board agent (shown above) and this Office (shown in the notice). Customer Service Standards information concerning the processing of unfair labor practice cases which describe the Board's investigative procedures is available on the NLRB Website at [www.NLRB.gov](http://www.NLRB.gov) under Public Notices, Customer Service Standards and Unfair Labor Practice Cases.

You are requested to submit a complete written account of the facts and a statement of position with respect to the allegations raised by the charge and return a completed Questionnaire on Commerce Information which is enclosed unless one was submitted during the last 12 months and there has been no change in your operation.

If the Board agent solicits relevant evidence from you or your counsel, I request and strongly urge you or your counsel to promptly present to the Board agent any and all evidence relevant to the investigation. It is my view that a refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily. Full and complete cooperation includes, where relevant, timely providing all material witnesses under your control to a Board agent so that witnesses' statements can be reduced to affidavit form, and providing all relevant documentary evidence requested by the Board agent. The submission of a position letter or memorandum, or the submission of affidavits not taken by a Board agent, does not constitute full and complete cooperation.

We cannot accept any limitations on the use of any evidence or position statements that are provided to the Agency. Thus any claim of confidentiality cannot be honored except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material submitted may be subject to introduction as evidence at any hearing that may be held before an administrative law judge. In this regard, we are required by the Federal Records Act to keep copies of documents used in furtherance of our investigation for some period of years after a case closes. Further, we may be required by the Freedom of Information Act to disclose such records upon request, absent some applicable exemption such as those that protect confidential financial information or personal privacy interests (e.g., Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4)). Accordingly, we will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the foregoing laws, regulations and policies. Please state the case name and number on all correspondence. Your cooperation in this matter is invited so that all facts of the case may be considered.

Please be advised that under the Freedom of Information Act, unfair labor practice charges are subject to prompt disclosure to members of the public upon request. In this regard, you may have received a solicitation by organizations or persons who have obtained public information concerning this matter and who seek to represent you before our Agency. You may be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board; their information regarding this matter is only that which must be made available to any member of the public.

Very truly yours,

Leonard J. Perez  
Officer-in-Charge

Enclosures





**United States Government**  
**NATIONAL LABOR RELATIONS BOARD**

Subregion 33  
300 Hamilton Boulevard - Suite 200  
Peoria, IL 61602-1246

Telephone (309)671-7059  
Facsimile: (309)671-7095  
E-mail: Alexander.Hajduk@nrlrb.gov

June 28, 2011

Re: Novak Construction Co.  
Case 33-CA-16278

(b) (6), (b) (7)(C)

Laborers' International Union of North  
America, Laborers' Local #393  
142 Lincoln Street  
Marseilles, IL 61341

The charge which you filed has been assigned the above case number. The charge has been assigned to **Field Examiner, Alexander M. Hajduk** for investigation, and all contacts should be with that agent at the above number. Our office hours are 8:30 a.m. to 5 p.m., Monday through Friday.

**FILING DOCUMENTS WITH REGIONAL OFFICES:** The Agency is moving toward a fully electronic records system. To facilitate this important initiative, the Agency strongly urges all parties to submit documents and other materials (except unfair labor practice charges and representation petitions) to Regional Offices through the Agency's E-Filing system on its website: <http://www.nrlrb.gov> (See Attachment to this letter for instructions). Of course, the Agency will continue to accept timely filed paper documents.

Please read the two enclosed self-explanatory NLRB forms which describe your right to be represented, and service of documents. Customer Service Standards information concerning the processing of unfair labor practice cases which describe the Board's investigative procedures is available on the NLRB Website at [www.NLRB.gov](http://www.NLRB.gov) under Public Notices, Customer Service Standards and Unfair Labor Practice Cases.

You are requested to submit a complete written account of the facts and a statement of your position with respect to the allegations raised by the charge.

Please be advised that under the Freedom of Information Act, unfair labor practice charges are subject to prompt disclosure to members of the public upon request. In this regard, you may have received a solicitation by organizations or persons who have obtained public information concerning this matter and who seek to represent you before our Agency. You may be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board; their information regarding this matter is only that which must be made available to any member of the public.

Very truly yours,

Leonard J. Perez  
Officer-in-Charge

Enclosures

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
SUBREGION 33

**NOVAK CONSTRUCTION CO.**

Employer

and

**LABORERS LOCAL UNION 393**

Charging Party

Case 33-CA-16278

DATE OF  
MAILING

June 28, 2011

**AFFIDAVIT OF SERVICE OF** Charge Against Employer

I, the undersigned employee of the National Labor Relations Board, say that on the date indicated above I served the above-entitled document(s) by post-paid regular mail upon the following persons, addressed to them at the following addresses:

(b) (6), (b) (7)(C)

NOVAK CONSTRUCTION CO  
3423 N DRAKE AVE  
CHICAGO IL 60618

(b) (6), (b) (7)(C)

LABORERS LOCAL #393  
142 LINCOLN ST  
MARSEILLES IL 61341

Dated this 28<sup>th</sup> day of June, 2011

NATIONAL LABOR RELATIONS BOARD  
by aew

DESIGNATED AGENT

**Case Service Sheet****As of 6/28/2011****Case Number:** 33-CA-16278-001**Case Name:** Novak Construction Co.

<b><u>Charged Party #1 Party:</u></b> Novak Construction Co. 3423 N Drake Ave Chicago, IL 60618  <b>E-Mail:</b>	<b><u>Point of Contact:</u></b> (b) (6), (b) (7)(C) <b>Phone:</b> (773)278-1100 <b>Fax:</b> (773)278-1119 <b>Cell:</b>
<b><u>Charging Party #1 Party:</u></b> Laborers' International Union of North America, Laborers' Local #393  142 Lincoln Street Marseilles, IL 61341  <b>E-Mail:</b> labor393@mfcoco.com	<b><u>Point of Contact:</u></b> (b) (6), (b) (7)(C)  <b>Phone:</b> (815)795-2829 <b>Fax:</b> (815)795-2040 <b>Cell:</b> (b) (6), (b) (7)(C)



CASE NAME: Novak Construction Co.

Incumbent Union? Yes ☒, No ☐, Ask ☐

CASE #: 33-CA-16278 AGENT: AMH IO CHARGE? Yes ☐ No ☒

CATEGORY: 2 10(j) Potential? Yes ☐, No ☒ Deferral Questionnaire? Yes ☐

8(a)(1)	
Changes in Conditions of Employment [not 8(a)(3)]	
Coercive Statements, including Threats	
Denial of Access ( <i>Lechemere</i> )	
Discharge of supervisor ( <i>Parker-Robb Chevrolet</i> )	
Disparagement of Union/Eee	
Harassment	
Interference ( <i>Weingarten</i> )	
Interrogation	
Lawsuits	
Other Allegations	
Polling Employees	
Promise of Benefits	
Rules: No-Solicitation/No-Distribution Rules	
Rules: Other Employer Rules	
Statements of Futility	
Surveillance	
Unknown	
Violence	
8(a)(1) Discrimination	
Concerted: Benefits Altered	
Concerted: Discharge	
Concerted: Discipline	
Concerted: Layoff	
Concerted: Lockout	
Concerted: Onerous Assignment/Conditions	
Concerted: Other Allegations	
Concerted: Promotions Withheld	
Concerted: Refusal to Consider/Hire	
Concerted: Refusal to Reinstate	
Concerted: Rewards	
Concerted: Shutdown or Relocate	
Concerted: Suspension	
Concerted: Union Security Related	
Unknown	
Concerted: Wages Altered	

8(a)(2):	
Assistance	
Creation of In-House Organizat'n ( <i>Electromotion</i> )	
Domination	
Interference	

Other Allegations	
Unknown	
Unlawful Recognition	
8(a)(3):	
Benefits Altered	
Discharge	
Discharge, Constructive	
Discipline	
Inherently Destructive Conduct	
Investigatory Meetings ( <i>Weingarten</i> )	
Lawsuit	
Layoff	
Lockout	
Onerous Assignments/Conditions	
Other Allegations	
Promotions Withheld	
Refusal to Consider/Hire Applicant (Not Salting)	
Refusal to Consider/Hire Applicant (Salting)	
Refusal to Reinstate Employee/Striker (e.g. <i>Laidlaw</i> )	
Rewards	
Shutdown or Relocate	
Subcontract Unit Work	
Suspension	
Union Security Related Actions	
Unknown	
Wages Altered	

8(a)(4)	
Benefits Altered	
Discharge	
Discharge, Constructive	
Discipline	
Inherently Destructive Conduct	
Lawsuit	
Layoff	
Lockout	
Onerous Assignments/Conditions	
Other Allegations	
Promotions Withheld	
Refusal to Consider/Hire Applicant (Not Salting)	
Refusal to Consider/Hire Applicant (Salting)	

Refusal to Reinstate Employee/Striker
Rewards
Shutdown or Relocate
Subcontract Unit Work
Suspension
Union Security Related Actions
Unknown
Wages Altered

8(a)(5):	
Alter Ego or Disguised Continuance	
Bad Faith Bargaining (Initial Contract)	
Bad Faith Bargaining (/Succeeding or mid-contract)	
Direct Dealing/Bypassing Union	
Failure to Sign Agreement	
Implement Drug Testing	
Implementation ( <i>Colorado Ute</i> )	
Implementation (Impasse issues)	
Other Allegations	
Refusal to Bargain (Initial Contract)	
Refusal to Bargain (Successive Contract)	
Refusal to Furnish Information	
Refusal to Hire Majority	
Refusal to Recognize ( <i>Gissel</i> )	
Refusal to Recognize (not <i>Gissel</i> )	
Repudiation/Modification of Contract (Sec. 8(d))	
Shutdown or Relocate (e.g., <i>First National M'nt.</i> )	
Subcontract Unit Work	
Test of Certification	
Unilateral Changes (not §8(d))	
Unknown	
Withdrawal of Recognition	

8(e):	
All Allegations against an Employer	

NOTHING FOUND IN CATS



C Case Assignment Sheet

CASE NUMBER 33-CA-16278 DATE 6/28/11

SUPERVISOR DLS AGENT AMH

POTENTIAL 10(j)? YES \_\_\_\_\_ NO ✓

ORGANIZING CAMPAIGN? YES \_\_\_\_\_ NO ✓ UNKNOWN \_\_\_\_\_

STRIKE IN PROGRESS? YES \_\_\_\_\_ NO ✓ UNKNOWN \_\_\_\_\_

CONDUCT WITHIN 1<sup>ST</sup> YEAR AFTER CERTIFICATION? YES \_\_\_\_\_ NO ✓

IMPACT ANALYSIS CATEGORY 2 IS THERE A PENDING R CASE? YES \_\_\_\_\_ NO ✓

IF YES: R CASE NUMBER \_\_\_\_\_ DOES THIS BLOCK R CASE? YES \_\_\_\_\_ NO \_\_\_\_\_

NO. OF 8(a)(3) DISCRIMINATEES 0 NO. OF 8(a)(2) DISCRIMINATEES 0

INCUMBENT UNION? YES ✓ NO \_\_\_\_\_ UNKNOWN \_\_\_\_\_

PENDING RELATED CASES? YES \_\_\_\_\_ NO ✓

CASE NUMBER AND TYPE OF RELATED CASE N/A

POTENTIAL PRIOR RELATED CASES N/A

INFORMATION OFFICER CHARGE? YES \_\_\_\_\_ NO ✓

IO CONTACT FORM ATTACHED? YES \_\_\_\_\_ NO \_\_\_\_\_

COMMENTS

GREAT PLAINS LABORERS' DISTRICT COUNCIL  
AFFILIATED WITH  
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
AFL-CIO

6714 North Frostwood Parkway, Peoria, Illinois 61615

**MEMORANDUM OF AGREEMENT**

THIS AGREEMENT is entered into by and between the undersigned, herein called the "EMPLOYER" and the GREAT PLAINS LABORERS' DISTRICT COUNCIL, herein called the "UNION", representing and encompassing Local Unions Nos. 32, 43, 165, 177, 205, 231, 309, 353, 362, 393, 427, 538, 566, 659, 727, 751, 911, 996, 1140, and 1238 together with any other locals which may come within the jurisdiction of the UNION

1 The EMPLOYER hereby recognizes the UNION as the sole and exclusive bargaining representative for all laborers employed by the EMPLOYER in the geographical areas encompassed by the above listed local unions with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

2 The EMPLOYER herein adopts all of those Collective Bargaining Agreements between the UNION and the NORTHERN ILLINOIS BUILDING CONTRACTORS ASSOCIATION, NORTHWESTERN ILLINOIS CONTRACTORS ASSOCIATION, ILLINOIS VALLEY CONTRACTORS ASSOCIATION, WESTERN ILLINOIS CONTRACTORS ASSOCIATION, GREATER PEORIA CONTRACTORS AND SUPPLIERS ASSOCIATION, INC., BUILDERS ASSOCIATION OF TAZEWELL COUNTY, INC. HIGHWAY AND HEAVY CONSTRUCTION CONTRACTORS ASSOCIATION OF TAZEWELL AND FULTON COUNTIES, QUAD-CITY BUILDERS ASSOCIATION, INC., THE ASSOCIATED CONTRACTORS OF THE QUAD CITIES, THE ASSOCIATED GENERAL CONTRACTORS OF ILLINOIS, CENTRAL ILLINOIS BUILDERS OF A.G.C., McLEAN COUNTY CONTRACTORS GROUP, KANKAKEE AREA CONTRACTORS ASSOCIATION, INC., and all other employer associations with whom the UNION or any of its affiliated locals has a duly negotiated and executed bargaining agreement, and adopts all such agreements together with all amendments thereto.

3 The EMPLOYER agrees that where work is performed in the jurisdiction of any of the above listed locals, the EMPLOYER will be bound by the terms and conditions of the Collective Bargaining Agreement then in effect within that jurisdictional area. In the event that there is a conflict between this Agreement and the agreement of any local union in which the EMPLOYER may be performing work, the EMPLOYER agrees that the prevailing local agreement shall supersede this Agreement so far as it respects rates of pay, wages, hours of employment and other terms and conditions of employment. Nothing herein shall be construed as limiting the jurisdiction of the UNION and the EMPLOYER specifically agrees that such jurisdiction is continuous with that of the aforementioned locals.

4 The EMPLOYER agrees to pay the amounts which the EMPLOYER is bound to pay under the Collective Bargaining Agreements to the CENTRAL LABORERS' PENSION FUND, to the NORTH CENTRAL ILLINOIS LABORERS' HEALTH & WELFARE FUND, to the ILLINOIS LABORERS' AND CONTRACTORS' TRAINING TRUST FUND, to the LABORERS' LOCAL 231 HEALTH AND WELFARE FUND, to the LABORERS' LOCAL 231 PENSION FUND, to the NORTHERN ILLINOIS AND IOWA

LABORERS' HEALTH AND WELFARE TRUST, to the CENTRAL LABORERS' ANNUITY FUND, to the NORTHERN ILLINOIS ANNUITY FUND, to the GREAT PLAINS LABORERS' ANNUITY FUND, to the LABORERS' LOCAL 231 ANNUITY FUND, to the LABORERS' OF ILLINOIS VACATION FUND, to the NORTH CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL LABORERS-EMPLOYERS COOPERATION AND EDUCATION TRUST, to the MIDWEST REGION FOUNDATION FOR FAIR CONTRACTING, to the MIDWEST REGION ORGANIZING COMMITTEE, to the LABORERS POLITICAL LEAGUE, and any other BENEFIT FUND which may hereafter be created or established pursuant to any of the forgoing COLLECTIVE BARGAINING AGREEMENTS (FRINGE BENEFIT FUNDS), and to be bound by and be considered a party to the Agreements and Declaration of Trust creating said Trust Funds as if EMPLOYER had signed and received the original copies of the Trust instruments and amendments thereto. The EMPLOYER ratifies and confirms the appointment of the EMPLOYER Trustees who shall, together with their successor Trustees designated in the manner provided in said Agreements and Declarations of Trusts and jointly with an equal number of Trustee appointed by the UNION, carry out the terms and conditions of the trust instruments.

The EMPLOYER further affirms and reestablishes that all prior contributions paid to the FRINGE BENEFIT FUNDS were made by duly authorized agents of the EMPLOYER at the proper rates for the appropriate periods of time and that by making said prior contributions, the EMPLOYER evidenced the intent to be bound by the terms of the Trust Agreement and Collective Bargaining Agreements which were operative at the time the contributions were made and acknowledges the report form to be sufficient instrument in writing to bind the EMPLOYER to the applicable agreements as required by Section 302 of the Labor-Management Relations Act. The EMPLOYER further agrees to be bound by all terms and conditions of the Trust Agreements including all requirements of audit, delinquent payments, costs, accountants' fees and attorney's fees where applicable. Where an audit discloses a difference between hours actually worked by an employee and hours reported to the Fringe Benefit Funds by the EMPLOYER and where such audit discloses a willful violation of any of the requirements of the Trust Agreements, the officers and directors of the EMPLOYER, if a corporation, or the owner or partners of the EMPLOYER, as applicable, shall be personally liable for any underpayment or other pecuniary loss to the Fringe Benefit Fund as a result of such conduct.

5. Nothing in this Agreement shall be construed to change the scope or type of work traditionally performed by laborers. The EMPLOYER agrees not to contract or subcontract any work to be done at the site of construction, alteration, painting or repair of a building, structure, or other work, except to a person, firm or corporation party to an appropriate Collective Bargaining Agreement with the appropriate local and with the UNION. If an EMPLOYER, bound by this Agreement, contracts or subcontracts any work covered by this Agreement to be done at the job site of the construction, alteration, or repair of a building, structure or other work to any person or proprietor who is not a signatory to this Agreement and an appropriate local bargaining agreement, the EMPLOYER shall require such subcontractor to be bound to all the provisions of this agreement and the local bargaining agreement, or such EMPLOYER shall maintain daily records of the subcontractors' employees job site hours and be liable for payment of these employees' wages, travel, health and welfare, pension, annuity, vacation, labor management and training fund contributions in accordance with this Agreement.

6. In the event of any change in the ownership, management, or operation of the EMPLOYER's business by sale or otherwise, it is agreed that as a condition of such transfer or change, it shall be provided in the instrument effecting the change that a new owner and management shall be fully bound by the terms and conditions of this Agreement. This Agreement is applicable to all successors and transferees of the EMPLOYER, whether corporate or otherwise.



7 The parties agree that nothing herein is intended to nor shall it be construed as creating recognition of or bargaining with a multi-employer bargaining unit other than those already recognized by the Local Union and limited to the geographical jurisdiction of the Local Unions

8 This Agreement shall remain in full force and effect through April 30, 2008, and shall continue hereafter unless there has been sixty (60) days written notice, by registered or certified mail, by either party hereto of the desire to modify and amend this Agreement for negotiations. The EMPLOYER and the UNION agree to be bound by the area-wide negotiated contracts with the various Associations incorporating them into this Memorandum of Agreement and extending this Agreement for the life of the newly negotiated contract, if not notified within the specified period of time.

9 The EMPLOYER acknowledges and accepts the facsimile signatures on this contract as if they were the original signatures. The EMPLOYER further acknowledges receipt of a copy of the complete COLLECTIVE BARGAINING AGREEMENT.

IN WITNESS WHEREOF, and in consideration of the mutual promises of the parties hereto, and other good and valuable consideration, this Memorandum of Agreement was entered into this 17 day of

August 2006  
ACCEPTED

LABORERS LOCAL UNION NO 751

BY [Signature]  
(Business Manager)

GREAT PLAINS LABORERS'  
DISTRICT COUNCIL

BY [Signature]  
(Business Manager)

Novak Construction Company  
(Contractor Name) Jeffery Kaplan  
CEO

BY [Signature]  
(Name & Title)

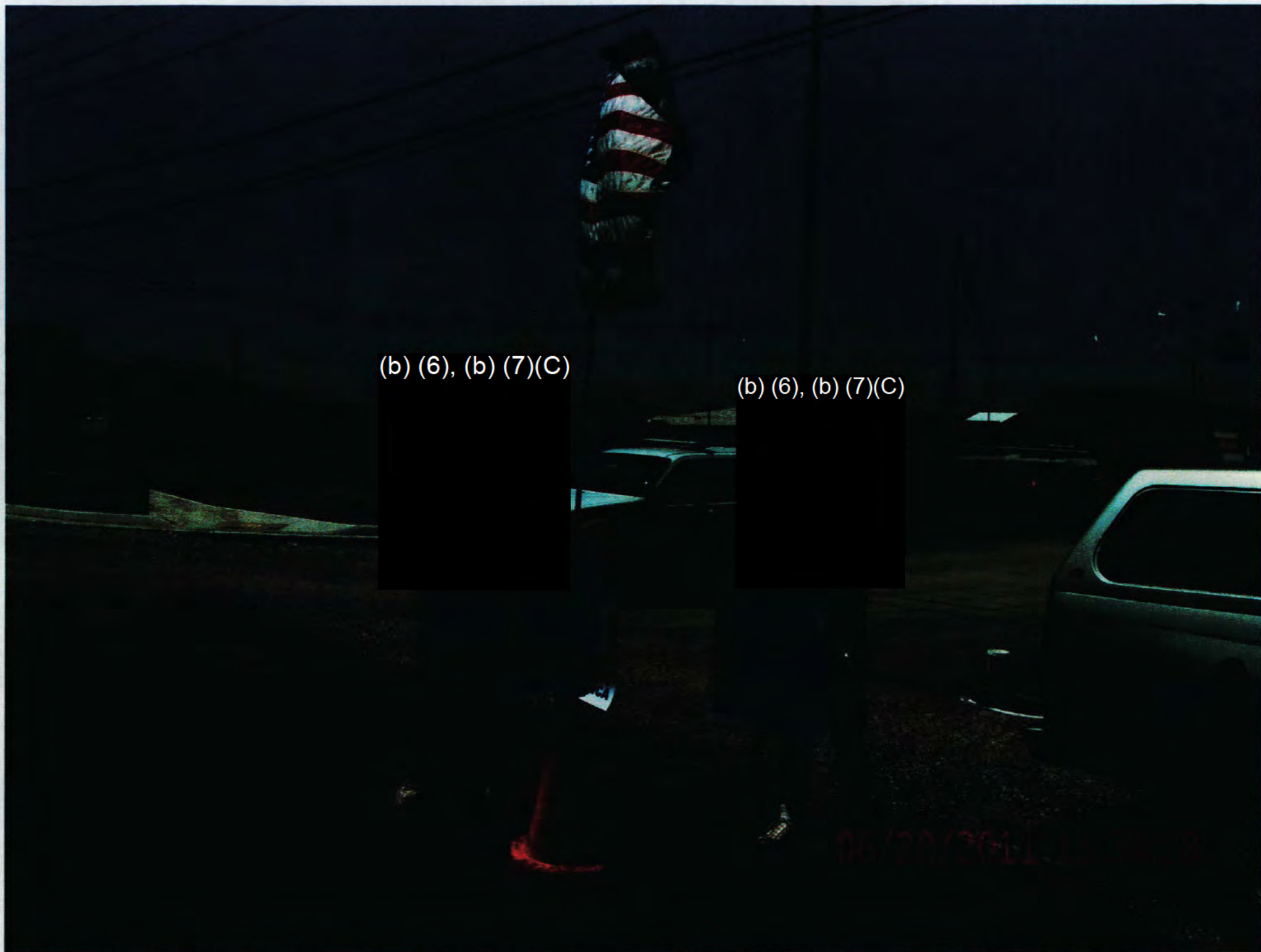
3423 N. Drake Avenue  
(Address)

Chicago, Illinois 60668  
(City, State & Zip Code)

(773) 278-1100  
(Telephone Number)

(773) 278-1119  
(Facsimile Number)

\_\_\_\_\_  
(Federal Employer Identification Number)



(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

06/20/2011 15:34:28

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

06/23/2011 12:22:32





United States Government

**NATIONAL LABOR RELATIONS BOARD**

**Sub-Region 33**

**300 Hamilton Boulevard, Suite 200**

**Peoria, IL 61602-9808**

Telephone: (309) 671-7080

Facsimile: (309) 671-7095

Direct Dial: (309) 671-7059

Alexander.Hajduk@nrlb.gov

July 15, 2011

VIA US Mail and Facsimile at 773.278.1119

(b) (6), (b) (7)(C)

Novak Construction Co.

3423 N. Drake Ave.

Chicago, IL 60618

Re: *Novak Constuction Co.*  
33-CA-16278

Dear (b) (6), (b) (7)(C):

This letter serves to advise you that it is now necessary for me to take evidence from you and your client regarding the allegations raised in the investigation of the above-captioned matter. As explained below, I am requesting to take affidavits on or before Friday, July 29, 2011, with regard to certain allegations in this case, which are set forth below.

**Allegations:** The allegations for which I am seeking your evidence are as follows:

- On or about May 26, 2011, by (b) (6), (b) (7)(C), denying access to Laborer's Local Union 393 (b) (6), (b) (7)(C) at the job site in Streator, Illinois. Additionally, the Charging Party maintains that the Employer called the police and attempted to have (b) (6), (b) (7)(C) forcibly removed from the premises.
- On or about June 28, 2011, by (b) (6), (b) (7)(C) denying access to Laborer's Local Union 393 (b) (6), (b) (7)(C) at the job site in Streator, Illinois. Additionally, the Charging Party maintains that the Employer called the police and attempted to have (b) (6), (b) (7)(C) forcibly removed from the premises.

**Board Affidavits:** I am requesting to take affidavits from (b) (6), (b) (7)(C) and any other individuals you believe have information relevant to the investigation of the above-captioned matter.

Please be advised that the failure to present representatives who would appear to have information relevant to the investigation of this matter for the purposes of my taking sworn statements from them constitutes less than complete cooperation in the investigation of the charge.

**Position Statement and Supporting Documentary Evidence:** In addition to the affidavits mentioned above, I am requesting a written statement of position setting forth the relevant facts, including citations to relevant Board authority and any documentary evidence related to the instant charge.

Please be advised that the Board does not consider the submission of statements not taken by a Board Agent or the submission of a position statement without making material witnesses available for an affidavit to constitute full and complete cooperation with this investigation. Should you fail to fully

and completely cooperate with this investigation, the Region may decide the case on the basis of evidence already obtained.

**Date for Submitting Evidence:** In order to resolve this matter as expeditiously as possible, you are requested to present your position statement and evidence in this matter by Friday, July 29, 2011. If I have not received all your evidence by that time, it will be necessary for me to make my recommendations for the disposition of the case based upon the information available to me at that time. Please apprise me no later than Friday, July 22, 2011, if you will be presenting witnesses for face-to-face affidavits.

Please contact me at your earliest convenience by telephone, (309) 671-7059 or e-mail at Alexander.Hajduk@NLRB.GOV, so that we can discuss how you would like to provide evidence and so that I can answer any questions you may have with regard to the issues in this matter.

Thank you for your anticipated cooperation.

Very truly yours,

/s/

Alexander M. Hajduk  
Field Examiner

**From:** (b) (6), (b) (7)(C)  
**To:** [Hajduk, Alexander M.](#)  
**Subject:** 33-CA-16278  
**Date:** Friday, July 22, 2011 5:04:07 PM  
**Attachments:** [image001.gif](#)  
[NLRB.Streator.pdf](#)

---

Attached please find a copy of the response. A hard copy is being mailed.  
I hope this response will be acceptable, and clarify or resolve this complaint.

I attached a copy of the police report, indicating that (b) (6), (b) (7)(C), was removed due to making threats. I don't think it is unreasonable to remove someone who is making threats of violence against your person.

Thank you.

(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
Novak Construction Company. | 3423 N. Drake Avenue | Chicago, IL 60618  
p 773.278.1100 | f 773.278.1119 | m (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) [@novakconstruction.com](mailto:(b) (6), (b) (7)(C)@novakconstruction.com) | [www.novakconstruction.com](http://www.novakconstruction.com)



Alexander M Hajduk

**National Labor Relations Board**

Sub Region 33

300 Hamilton Blvd.- Suite 200

Peoria, IL 61602-1246

**Re: Case 33-CA-16278**

Wal-Mart , Streator , Illinois

2415 N. Bloomington street

Labor Union (b) (6), (b) (7)(C)

Mr. Hajduk,

In response to the allegations made by (b) (6), (b) (7)(C), we have the following response.

Novak Construction has been contracted to construct a Wal-Mart Retail Store in Streator, Illinois.

Wal-Mart's construction site is Private property, owned by Wal-Mart.

Wal-Mart's contract has very specific requirement for site access, site badge and site check/sign in procedures.

Novak Construction is NOT signatory to any contract agreement with Laborer's Union Local 393.

Novak Construction has employed numerous building trades on this project: Underground utility contractors( operating engineers), Electrical Contractors, Plumbing Contractors, Iron workers, Painters, Carpenter's, Concrete Contractors, Asphalt Pavers, Roofers, HVAC-sheet metal and refrigeration contractors, EIFS, boiler makers, brick layers, and we have voluntarily given access to any Business Agent or Union representatives whom have requested access, and complied with site check in and access requirements.

(b) (6), (b) (7)(C) is NOT an "employee" of any contractor working at the site and neither (b) (6) nor Local 393 have any access rights or Section 7 Rights, and therefore NO 8(a)(1) violation could occur. To the extent

(b) (6) claims any contractual right to enter the site, that is a purely a contractual dispute under their CBA with our subcontractor and subject to their arbitration clause.

(b) (6), (b) (7)(C), was made aware of these Site access requirements, (b) (6), (b) (7)(C) has on prior occasions utilized the automated site access and sign in procedures. (b) (6), (b) (7)(C) has on prior occasions not complied with the badge and sign in requirements for the project and has been reprimanded for non-compliance.

Prior to (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), was on site during a floor concrete pour. (b) (6), (b) (7)(C), during critical operations, and conducted conversations with operation critical employees which directly affected the quality of work performed. These finish quality impacts were supported by Terracon, a quality control consulted who advised (b) (6), (b) (7)(C) that the quality of work was directly associated with employees being distracted during these operations by (b) (6), (b) (7)(C). (b) (6), (b) (7)(C) subsequently was requested to contact (b) (6), (b) (7)(C), prior to (b) (6) arrival on site, so (b) (6) could be escorted, in an effort to control disruptions to critical operations, and resulting quality impacts.

On (b) (6), (b) (7)(C) (b) (6), (b) (7)(C), arrived on site without out informing (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C), who are (b) (6), (b) (7)(C) on this project. (b) (6), (b) (7)(C) parked (b) (6) vehicle in front of the building, and did not utilized designated parking areas. (b) (6), (b) (7)(C) did not check in, or comply with site badge, and check in requirements for the project. Our (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), was made aware of (b) (6) presence on the site, and (b) (6) contacted (b) (6), (b) (7)(C) by phone and asked (b) (6) to return to (b) (6) vehicle, (b) (6) was advised that (b) (6) non-compliant to site policy. (b) (6) cursed (b) (6), (b) (7)(C) and (b) (6) then asked (b) (6), (b) (7)(C) to leave the site. (b) (6), (b) (7)(C) was advised that (b) (6) was a guest on the property, and at this time (b) (6) needed to leave. (b) (6), (b) (7)(C), proceeded in calling (b) (6), (b) (7)(C), every curse word in the book. (b) (6), (b) (7)(C), said "Come with me". (b) (6), (b) (7)(C), responded, "for what", (b) (6), (b) (7)(C) responded, "I'm gonna kick your ass", as (b) (6) started to remove (b) (6) sweatshirt. (b) (6), (b) (7)(C) replied, "I'm not going to fight you," and contacted the Streator Police. (b) (6), (b) (7)(C), called (b) (6), (b) (7)(C) "a Pussy", and shortly after the police arrived.

City of Streator, Police report Case (b) (6), (b) (7)(C), indicates that (b) (6), (b) (7)(C) was removed for making threats. (b) (6) was requested to remain off site during working hours of 6:00-1430 hrs, and during other hours when (b) (6) complied with site check in procedures.

Prior to this event, Novak Construction had been cooperating with (b) (6), (b) (7)(C), and Union Local 393, however, (b) (6), (b) (7)(C) failed to comply with site policy, requiring check in prior to accessing the site. (b) (6) cursed an Novak Construction Employee. He made threats of violence against our employee which resulted in the police being called. (b) (6), (b) (7)(C) actions were reasonable in response to a threat of violence against (b) (6), (b) (7)(C). The use of profane language is equally not acceptable. (b) (6), (b) (7)(C) direct actions, have resulted in the actions taken by Novak Construction to maintain a safe, productive and secure site. Other union representatives have not been restricted. Other Laborers union representatives have not been restricted.

(b) (6), (b) (7)(C) conduct was unprofessional. (b) (6) made threats of violence against another person. (b) (6), (b) (7)(C) has not been denied the opportunity to conduct business with his represented employees during their non-working hours.



We believe this case should be dismissed for lack of cause. Should you have any questions, please contact me.

Novak Construction desires to be cooperative in our response to this allegation but feel that any appearances by our employee should be unnecessary due to lack of cause of this complaint. (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) are both actively involved in a project which is pressing toward a completion in a few weeks. We are contractually required to maintain two qualified superintendents on site, who must be approved and accepted to meet special training, and management experience. Their absence from the site would constitute a default in our construction agreement with Wal-Mart.

Should their appearance be compelled, we could make them available at a later date in September, when the project is completed. They are available on site, if anyone would want to speak to them prior the completion of this project.

Please contact me as soon as possible, to discuss this matter , should any further evidence be needed.

My Cell # is (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)

Novak Construction

(b) (6), (b) (7)(C)

3423 N. Drake

Chicago, Ill. 60618

(b) (6), (b) (7)(C)@novakconstruction.com

2011 JUL 25 A 10:04  
PEORIA, IL





## City of Streator

### Streator PD

### Case Report

Case #: (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)

Confidential

Date: (b) (6), (b) (7)(C) /2011 Time:  
08:25

**Event:** Status: CASE CLOSED Disposition: CLOSED ADMIN

**Code:** 8152 **Description** UNWANTED SUBJ

**Case Officer:** (b) (6), (b) (7)(C)

**Source:** PHONE **Condition:** IN PROGRESS CONFIDENTIAL

**Location:**

**Address:** 2415, N BLOOMINGTON ST, IL

**Contact:** (b) (6), (b) (7)(C) **Phone:** (b) (6), (b) (7)(C)

**Place Code:** PARKING LOT-BUSINESS **Beat:** STREATOR

**Time:**

**Occurred From:** (b) (6), (b) (7)(C) /2011 08:25 **To:** (b) (6), (b) (7)(C) /2011 08:25 **Reported:** (b) (6), (b) (7)(C) /2011 08:25

**Closing Information:**

**Disposition:** CLOSED ADMIN **Response:** RESOLVED **Status:** CNA False

**Alarm:** NA **Date/Time:** (b) (6), (b) (7)(C) /2011 08:49 **Closed Status:** NO REPORT

**Remarks:** (b) (6), (b) (7)(C) WAS ADVISED THAT (b) (6), (b) (7)(C) WAS NOT TO BE ON WALMART'S PROPERTY DURING WORKING HOURS, 0600-1430 HRS. PRIOR TO THAT AND AFTER THAT, (b) (6), (b) (7)(C) IS ALLOWED ON PROPERTY, AS LONG AS (b) (6), (b) (7)(C) FOLLOWS THE CORRECT LOG IN PROCEDURE. (b) (6), (b) (7)(C) LEFT THE AREA WITHOUT INCIDENT.

(b) (6), (b) (7)(C) /2011 08:26 **Badge/Name:** (b) (6), (b) (7)(C)

WANTS SUBJ REMOVED FOR MAKING THREATS

(b) (6), (b) (7)(C) /2011 08:32 **Badge:** (b) (6), (b) (7)(C) **WSID:** D:PRIMARY-911

20 Status Check - Unit checks OK

(b) (6), (b) (7)(C) /2011 08:36 **Badge:** (b) (6), (b) (7)(C) **WSID:** D:PRIMARY-911

744 Status Check - Unit checks OK

(b) (6), (b) (7)(C) /2011 08:36 **Badge:** (b) (6), (b) (7)(C) **WSID:** D:PRIMARY-911

31 Status Check - Unit checks OK

(b) (6), (b) (7)(C) /2011 08:36 **Badge:** (b) (6), (b) (7)(C) **WSID:** D:PRIMARY-911

18 Status Check - Unit checks OK

(b) (6), (b) (7)(C) /2011 08:36 **Badge:** (b) (6), (b) (7)(C) **WSID:** D:PRIMARY-911

20 Status Check - Unit checks OK

(b) (6), (b) (7)(C) /2011 08:43 Badge: (b) (6), (b) (7)(C) WSID: D:PRIMARY-911  
744 Status Check - Unit checks OK

(b) (6), (b) (7)(C) /2011 08:43 Badge: (b) (6), (b) (7)(C) WSID: D:PRIMARY-911  
18 Status Check - Unit checks OK

(b) (6), (b) (7)(C) /2011 08:43 Badge: (b) (6), (b) (7)(C) WSID: D:PRIMARY-911  
31 Status Check - Unit checks OK

(b) (6), (b) (7)(C) /2011 08:43 Badge: (b) (6), (b) (7)(C) WSID: D:PRIMARY-911  
20 Status Check - Unit checks OK

**VW:**

Name: (b) (6), (b) (7)(C)

Address: 142, LINCOLN ST, MARSEILLES, IL, 61341

Phones: (b) (6), (b) (7)(C)

Place Code: RESIDENCE-PRIVATE Beat: STREATOR

Details: Sex: (b) (6) Race: (b) (6) DOB: (b) (6), (b) (7)(C) Age: (b) (6) Height: (b) (6), (b) (7) Weight: (b) (6), (b) (7)

Hair Color: (b) (6), (b) (7)(C) Eye Color: (b) (6), (b) (7)(C)

Identifiers: DL: (b) (6), (b) (7)(C) ST: IL

Remarks: VW TO WALMART CONSTRUCTION SITE DURING THEIR WORK HOURS, 0600-1430. (b) (6), (b) (7)(C) IS ALLOWED ON PROPERTY BEFORE AND AFTER WORK HOURS TO SPEAK WITH (b) (6), (b) (7)(C) LABORERS, PROVIDED THAT (b) (6), (b) (7)(C) FOLLOWS THE CORRECT LOG IN PROCEDURES OF THE SITE.

**MENTIONED:**

Name: (b) (6), (b) (7)(C)

Address: (b) (6), (b) (7)(C)

Phones: (b) (6), (b) (7)(C)

Place Code: RESIDENCE-COMMON Beat: STREATOR

Details: Sex: (b) (6) DOB: (b) (6), (b) (7)(C) Age: (b) (6) Height: (b) (6), (b) (7) Weight: (b) (6), (b) (7) Hair

Color: (b) (6), (b) (7) Eye Color: (b) (6), (b) (7)(C)

Identifiers: DL: (b) (6), (b) (7)(C) ST: IL

**Investigators:**

18 (b) (6), (b) (7)(C) Case Officer

18 (b) (6), (b) (7)(C) ATTENDING UNIT -

Core Times	Time
Call Received	(b) (6), (b) (7)(C) /2011 08:25:22
Dispatched	(b) (6), (b) (7)(C) /2011 08:25:22
Enroute	(b) (6), (b) (7)(C) /2011 08:26:35
OnScene	(b) (6), (b) (7)(C) /2011 08:27:12
Last Cleared	(b) (6), (b) (7)(C) /2011 08:49:43









United States Government  
**NATIONAL LABOR RELATIONS BOARD**

Subregion 33  
300 Hamilton Boulevard - Suite 200  
Peoria, IL 61602-1246

Telephone (309) 671-7059  
Facsimile: (309) 671-7095  
E-mail: Alexander.Hajduk@nrlb.gov

June 28, 2011

Re: Novak Construction Co.  
Case 33-CA-16278

(b) (6), (b) (7)(C)

Novak Construction Co.  
3423 N Drake Ave  
Chicago, IL 60618

The enclosed charge alleges that your organization has violated the National Labor Relations Act. The charge has been assigned to **Field Examiner, Alexander M. Hajduk** for investigation, and all contacts should be with that agent at the above number. Our office hours are 8:30 a.m. to 5 p.m., Monday through Friday.

**FILING DOCUMENTS WITH REGIONAL OFFICES: The Agency is moving toward a fully electronic records system. To facilitate this important initiative, the Agency strongly urges all parties to submit documents and other materials (except unfair labor practice charges and representation petitions) to Regional Offices through the Agency's E-Filing system on its website: <http://www.nlr.gov> (See Attachment to this letter for instructions). Of course, the Agency will continue to accept timely filed paper documents.**

Please read the two enclosed self-explanatory NLRB forms which describe your right to be represented, and service of documents. Also enclosed is a notice regarding communicating with us by E-mail. You are encouraged to utilize E-mail communications both with the Board agent assigned to this matter and with this Office. Please note the differences in acceptable communications to the Board agent and to this Office, as well as the different E-mail addresses for the Board agent (shown above) and this Office (shown in the notice). Customer Service Standards information concerning the processing of unfair labor practice cases which describe the Board's investigative procedures is available on the NLRB Website at [www.NLRB.gov](http://www.NLRB.gov) under Public Notices, Customer Service Standards and Unfair Labor Practice Cases.

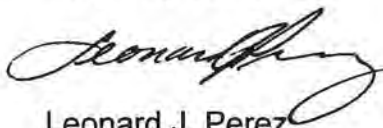
You are requested to submit a complete written account of the facts and a statement of position with respect to the allegations raised by the charge and return a completed Questionnaire on Commerce Information which is enclosed unless one was submitted during the last 12 months and there has been no change in your operation.

If the Board agent solicits relevant evidence from you or your counsel, I request and strongly urge you or your counsel to promptly present to the Board agent any and all evidence relevant to the investigation. It is my view that a refusal to fully cooperate during the investigation might cause a case to be litigated unnecessarily. Full and complete cooperation includes, where relevant, timely providing all material witnesses under your control to a Board agent so that witnesses' statements can be reduced to affidavit form, and providing all relevant documentary evidence requested by the Board agent. The submission of a position letter or memorandum, or the submission of affidavits not taken by a Board agent, does not constitute full and complete cooperation.

We cannot accept any limitations on the use of any evidence or position statements that are provided to the Agency. Thus any claim of confidentiality cannot be honored except as provided by Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4), and any material submitted may be subject to introduction as evidence at any hearing that may be held before an administrative law judge. In this regard, we are required by the Federal Records Act to keep copies of documents used in furtherance of our investigation for some period of years after a case closes. Further, we may be required by the Freedom of Information Act to disclose such records upon request, absent some applicable exemption such as those that protect confidential financial information or personal privacy interests (e.g., Exemption 4 of FOIA, 5 U.S.C. Sec. 552(b)(4)). Accordingly, we will not honor any request to place limitations on our use of position statements or evidence beyond those prescribed by the foregoing laws, regulations and policies. Please state the case name and number on all correspondence. Your cooperation in this matter is invited so that all facts of the case may be considered.

Please be advised that under the Freedom of Information Act, unfair labor practice charges are subject to prompt disclosure to members of the public upon request. In this regard, you may have received a solicitation by organizations or persons who have obtained public information concerning this matter and who seek to represent you before our Agency. You may be assured that no organization or person seeking your business has any "inside knowledge" or favored relationship with the National Labor Relations Board; their information regarding this matter is only that which must be made available to any member of the public.

Very truly yours,



Leonard J. Perez  
Officer-in-Charge

Enclosures

GREAT PLAINS  
LABORERS' DISTRICT COUNCIL

ARTICLES OF AGREEMENT

Covering

HIGHWAY AND HEAVY CONSTRUCTION  
IN THE JURISDICTION OF  
ILLINOIS VALLEY CONTRACTORS ASSOCIATION

AND

BUILDING CONSTRUCTION  
IN THE JURISDICTION OF  
ILLINOIS VALLEY CONTRACTORS ASSOCIATION

ARTICLE I  
Parties and Scope

**Section 1.** This Agreement made and entered into between the Illinois Valley Contractors Association, party of the first part, for their members and those firms for whom they have bargaining rights, and the Laborers' International Union of North America, Local Union 393 Marseilles, party of the second part, hereinafter called the Union

**Section 2.** It is understood and agreed that this Agreement shall be in effect on building construction work, either Federal, State, County, Township, City, or private work within the boundaries of the above-mentioned Local Union, plus Heavy and Highway Construction five (5) feet from the building and beyond within the boundaries of Local Union 393 Marseilles

**Section 3.** The conditions of employment set forth shall prevail from May 1, 2006 through April 30, 2011 and shall continue in effect from year to year thereafter unless either party to this Agreement gives ninety (90) days or more written notice, prior to the expiration date of this Agreement, by registered or certified mail, expressing the desire to make amendments to the Agreement, upon the expiration of same

The Union shall sixty (60) days prior to any effective wage increase serve written notice to the Employer and the Employer agrees to make payments into the Welfare Plan and/or Pension Plan as directed by the Union. Such increase in payments shall be deducted from the hourly rate listed in Addendum II

**Section 4.** This Agreement shall supersede all agreements now in force, covering working conditions, with proper Addendum covering wages, within the jurisdiction of the Local Union signatory to this Agreement.

**Section 5.** The term "Laborer", as used in articles covering working conditions shall apply to any employee covered by these Articles of Agreement, including Mason Tenders and Plasters Tenders and charter grants by the AFL-CIO

ARTICLE II  
Union Security

All present employees who are or become members of the Union shall remain members as a condition of their employment. All present Employees who are not members of the Union and all employees who are hired hereafter, shall become and remain members of the Union as a condition of such employment after seven (7) days following the beginning of their employment or the effective date of this Agreement, whichever is the later, as authorized in Section 8(a)(3) of the Labor Management Relations Act of 1947, as amended, and Section 705 of the Labor Management Reporting and Disclosure Act of 1959. Upon written notice from the Union, notifying the Employer of the failure of any employee covered by this agreement to complete or maintain his membership because of non-payment of dues and fees, the Employer shall within twenty-four (24) hours of such notice, discharge said employee. Provided further, that no Employer or the Union shall discriminate against any employee to whom membership was not available on the same terms and conditions generally applicable to other members of the Union, or if membership was denied the employee for reasons other than the failure of the employee to tender the initiation fees and the periodic dues uniformly required as a condition of acquiring and maintaining membership

ARTICLE III  
The Purpose

**Section 1.** The purpose of this Agreement is to set forth the Agreement between the Employer and the Union regarding hours of work, working conditions and wages, provisions to promote the safety of employees, to secure economy of operations, to eliminate waste, to improve quality of service, to provide for the protection of property and to establish effective and impartial procedure for the peaceful settlement of disputes and grievances



holding a pre-job conference covering that particular job. The Contractor involved shall notify Mr. Edward M. Smith, Midwest Regional Manager, Laborers' International Union of North America, Midwest Regional Office, 1 North Old State Capitol Plaza, Suite 525, Springfield, Illinois 62701 (Phone 217-522-3381).

**ARTICLE XII**  
**Invalidity and Severability**

It is the intent of both parties to this Agreement to comply fully with all State and Federal Laws and Presidential Executive Orders. If it is found by a court of competent jurisdiction that any section of this Agreement is in conflict with any State or Federal Laws or Presidential Executive Orders, then such sections shall be void and both parties agree to immediately meet and renegotiate such sections to conform to the Law or Presidential Executive Order. All other sections and articles of this Agreement shall remain in full force and effect. In the event that Union and Management reach an impasse over renegotiating a section of this Agreement which has been viewed as illegal, the impasse is to be resolved in line with the formal grievance procedure adopted in Article XXX, Adjustment of Disputes.

In the event that the provisions of the Davis-Bacon Act, 40 U.S.C. 276 (A) and/or the provisions of the State of Illinois Prevailing Wage Act, 820 ILCS 130 et seq. are repealed or substantially modified in a manner which adversely affects the ability of signatory Employers to compete for State or Federal work, the parties to this Agreement agree to immediately reopen the Agreement and negotiate appropriate changes in terms and conditions of employment to maintain contractor competitiveness for such work. In the event no agreement is reached after sixty (60) days of the commencement of such negotiations, then either party may resort to self help, including but not limited to strikes, lockouts and unilateral implementation.

**ARTICLE XIII**  
**Sub-Contracting**

No Employer shall subcontract or assign any of the work described herein which is to be performed at the job site to any Contractor, subcontractor or other person or party who fails to sign this Agreement with the conditions of employment contained herein including, without limitations, those relating to Union security, rates of pay and working conditions, hiring, and other matters covered hereunder for the duration of this Agreement.

**ARTICLE XIV**  
**Pre Job Conference**

A pre-job conference shall be held at least forty-eight (48) hours prior to starting a job, unless the Local Business Representative and the Employer agree that one is not required, if a pre-job conference is held, the Illinois Valley Contractors Association shall be notified.

Should an Employer evade notifying the Union forty-eight (48) hours in advance of the date, time and place of such pre-job conference, said Employer will automatically forfeit his right to the grievance and arbitration procedure as outlined in this Agreement.

The Employer shall notify the Business Manager before starting to work.

A pre-job conference should not apply to a contractor having a permanent office on foundation for two (2) or more years and located within the jurisdiction of Local Union 393, Marseilles and is a member of or has assigned their bargaining authority to the Illinois Valley Contractors' Association and provided the job does not constitute more than five (5) working days.

**ARTICLE XV**  
**Union Representative**

It is agreed that the Business Manager of the Local Union or his designated representative will have the unrestricted right to visit all jobs where his men are employed or may be employed subject to security regulations where in effect.

The Contractor shall have the right to assign his employees on the job to any particular work or classification of work and use his own judgment in this selection, providing the proper rate of pay is maintained.

A Local Union's designated representative will have proper credentials such as a letter signed by the Business Manager authorizing him to act on behalf of the Local Union, or business card identifying the representative.

**From:** (b) (6), (b) (7)(C)  
**To:** [Hajduk, Alexander M.](#)  
**Subject:** Re: 33-CA-16278  
**Date:** Tuesday, August 23, 2011 2:17:30 PM

---

Novak notified laborers prior to last contract expiration, and all other visitors comply to site security requirements.

-----  
Sent from my BlackBerry Wireless Handheld

-----Original Message-----

**From:** Hajduk, Alexander M. <Alexander.Hajduk@nlrb.gov>  
**To:** (b) (6), (b) (7)(C)  
**Sent:** Mon Aug 22 10:51:22 2011  
**Subject:** RE: 33-CA-16278

(b) (6), (b) (7)(C)

I have two lingering questions about this case before I can complete the investigation. It appears from the evidence that Novak was a signatory to the Laborer's collective bargaining agreement, including Local 393. If this is the case, did the Employer repudiate the contract and inform the Union that it was no longer bound by its provisions? If so, when did that take place? Is there any documentation that you can provide in support of that?

Additionally, has the Employer previously allowed (b) (6), (b) (7)(C) on to the jobsite pursuant to (b) (6) completion of the standard procedure for visitors? Does the Employer strictly follow this standard for all union representatives?

Thank you for your time.

Alexander M. Hajduk

Field Examiner, National Labor Relations Board

Sub-Region 33, Peoria, IL

Office: 309.671.7059

Fax: 309.671.7095

---

**From:** (b) (6), (b) (7)(C) [[mailto:\(b\) \(6\), \(b\) \(7\)\(C\)@NovakConstruction.com](mailto:(b) (6), (b) (7)(C)@NovakConstruction.com)]  
**Sent:** Thursday, August 18, 2011 8:21 AM  
**To:** (b) (6), (b) (7)(C); Hajduk, Alexander M.

**From:** (b) (6), (b) (7)(C)  
**To:** [Hajduk, Alexander M.](#)  
**Subject:** RE: 33-CA-16278  
**Date:** Wednesday, August 24, 2011 10:39:53 AM  
**Attachments:** [image002.gif](#)  
[unions.pdf](#)

---

Sorry, you should see it now, if you don't let me know.

---

**From:** Hajduk, Alexander M. [mailto:[Alexander.Hajduk@nlrb.gov](mailto:Alexander.Hajduk@nlrb.gov)]  
**Sent:** Wednesday, August 24, 2011 10:23 AM  
**To:** (b) (6), (b) (7)(C)  
**Cc:** (b) (6), (b) (7)(C)  
**Subject:** RE: 33-CA-16278

Am I missing the attachment?

Alexander M. Hajduk  
Field Examiner, National Labor Relations Board  
Sub-Region 33, Peoria, IL  
Office: 309.671.7059  
Fax: 309.671.7095

---

**From:** (b) (6), (b) (7)(C) [mailto:[\(b\) \(6\), \(b\) \(7\)\(C\)@NovakConstruction.com](mailto:(b) (6), (b) (7)(C)@NovakConstruction.com)]  
**Sent:** Wednesday, August 24, 2011 10:05 AM  
**To:** Hajduk, Alexander M.  
**Cc:** (b) (6), (b) (7)(C)  
**Subject:** RE: 33-CA-16278

Alexander,

Attached please find a copy of the letter to unions indicating we are not longer participating in their association, we signed a job agreement, many moons ago, for a project near Decatur, and they have a clause which requires you with withdraw prior to contract so we needed to wait to the new contract period to withdraw.

I was told they had no record of us being signatory, but we submitted this notice , to affirm we were no longer a member.

(b) (6), (b) (7)(C), was permitted on site prior to this incident, when (b) (6), failed to comply with job access requirements, and subsequent threats of violence against our employee.

No other union representatives made threats against our employees, and all visitors are requested to comply with the site access requirements. Union representatives are not treated any differently.

(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)



Novak Construction Company. | 3423 N. Drake Avenue | Chicago, IL 60618  
p 773.278.1100 | f 773.278.1119 | m (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) @novakconstruction.com | www.novakconstruction.com

---

**From:** Hajduk, Alexander M. [mailto:Alexander.Hajduk@nrlb.gov]  
**Sent:** Monday, August 22, 2011 10:51 AM  
**To:** (b) (6), (b) (7)(C)  
**Subject:** RE: 33-CA-16278

(b) (6), (b) (7)(C),

I have two lingering questions about this case before I can complete the investigation. It appears from the evidence that Novak was a signatory to the Laborer's collective bargaining agreement, including Local 393. If this is the case, did the Employer repudiate the contract and inform the Union that it was no longer bound by its provisions? If so, when did that take place? Is there any documentation that you can provide in support of that?

Additionally, has the Employer previously allowed (b) (6), (b) (7)(C) on to the jobsite pursuant to (b) (6), completion of the standard procedure for visitors? Does the Employer strictly follow this standard for all union representatives?

Thank you for your time.

Alexander M. Hajduk  
Field Examiner, National Labor Relations Board  
Sub-Region 33, Peoria, IL  
Office: 309.671.7059  
Fax: 309.671.7095

---

**From:** (b) (6), (b) (7)(C) @NovakConstruction.com]  
**Sent:** Thursday, August 18, 2011 8:21 AM  
**To:** (b) (6), (b) (7)(C) Hajduk, Alexander M.  
**Subject:** RE: 33-CA-16278

Mr. Hajduk,

I haven't seen or heard any response to our letter sent almost a month ago, can you provide me a status of this compliant?

(b) (6), (b) (7)(C)

Novak Construction Company. | 3423 N. Drake Avenue | Chicago, IL 60618  
p 773.278.1100 | f 773.278.1119 | m (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) @novakconstruction.com | www.novakconstruction.com

---

**From:** (b) (6), (b) (7)(C)  
**Sent:** Friday, July 22, 2011 8:42 AM  
**To:** 'Alexander.Hajduk@nrlb.gov'

**Subject:** 33-CA-16278

Attached please find a copy of the response. A hard copy is being mailed.  
I hope this response will be acceptable, and clarify or resolve this complaint.

I attached a copy of the police report, indicating that (b) (6), (b) (7)(C), was removed due to making threats. I don't think it is unreasonable to remove someone who is making threats of violence against your person.

Thank you.

(b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C)  
Novak Construction Company. | 3423 N. Drake Avenue | Chicago, IL 60618  
p 773.278.1100 | f 773.278.1119 | m (b) (6), (b) (7)(C)  
(b) (6), (b) (7)(C) [@novakconstruction.com](mailto:(b) (6), (b) (7)(C)@novakconstruction.com) | [www.novakconstruction.com](http://www.novakconstruction.com)

# NOVAK CONSTRUCTION

February 15, 2011

VIA UPS GROUND  
SIGNATURE REQUIRED

(b) (6), (b) (7)(C)

**Great Plains Labor District Council**  
1 North Old State Capitol Plaza, Suite 525  
Springfield, Illinois 62701  
Fax # 217-522-6588

(b) (6), (b) (7)(C)

This letter will inform you that Novak Construction will not be renewing any association or agreement with Great Plains Labor District Council, representing Local Unions including Laborers in Central IL.

To the extent that Novak may have previously signed any such agreement, or local job agreement, please be advised that such agreement would have been an 8(f) pre-hire agreement.

This letter will serve as notice that to the extent Novak has previously been signatory or previously authorized Northern Illinois Building Contractors, AGC of Illinois, among others, to bargain collectively on our behalf, Novak is withdrawing recognition at the expiration of the current CBA.

This letter provides Notice to Great Plains Labor District Council, and represented Local Unions as required by agreement.

Sincerely,

NOVAK CONSTRUCTION COMPANY  
(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)@novakconstruction.com

cc: AGC of Illinois





UNITED STATES GOVERNMENT  
NATIONAL LABOR RELATIONS BOARD

SUBREGION 33  
300 HAMILTON BLVD  
STE 200  
PEORIA, IL 61602-1246

Agency Website: [www.nlr.gov](http://www.nlr.gov)  
Telephone: (309)671-7080  
Fax: (309)671-7095

August 30, 2011

(b) (6), (b) (7)(C)

NOVAK CONSTRUCTION CO.  
3423 N DRAKE AVE  
CHICAGO, IL 60618-5449

Re: Novak Construction Co.  
Case 33-CA-016278

Dear (b) (6), (b) (7)(C):

This is to advise you that I have approved the withdrawal of the charge in the above matter.

Very truly yours,

Debra L. Stefanik  
Acting Regional Director

cc:

(b) (6), (b) (7)(C)

LABORERS LOCAL UNION 393  
142 LINCOLN ST  
MARSEILLES, IL 61341-1903